AMENDMENT

TO INTERCONNECTION AGREEMENT

By and Between

WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN

AND

TIME WARNER CABLE INFORMATION SERVICES (WISCONSIN), LLC

The Interconnection Agreement, dated _____ ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T Wisconsin") and Time Warner Cable Information Services (Wisconsin), LLC is hereby amended as follows:

- (1) The Appendix PERFORMANCE MEARSUREMENTS is hereby replaced by the attached Appendix AT&T WISCONSIN PERFORMANCE REMEDY PLAN DESCRIPTION.
- This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with the underlying Agreement. Notwithstanding, the parties agree that the PERFORMANCE REMEDY PLAN will expire December 31, 2006 and therefore will be included in any successor agreements until December 31, 2006 regardless of the term of such successor agreements.
- (3) Except as modified herein, all other terms and conditions of the underlying agreement shall remain unchanged and in full force and effect.
- (4) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin ("PSC-WI") and shall become effective (10) days following approval by the PSC-WI. The Parties agree to implement the Remedy Plan described in this Amendment so that the initial measurement month from which performance data is collected begins the first full month after the PSC-WI approves this Amendment.
- In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in Verizon v. FCC, 535 U.S. ___(2002); the D.C. Circuit's decision in United States Telecom Association, et, al v. FCC, No. 00-101 (May 24, 2002); the FCC's Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999), including its

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AT&T WISCONSIN/TIME WARNER CABLE INFORMATION SERVICES (WISCONSIN), LLC

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Supplemental Order Clarification (FCC 00-183) (rel. June2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in WorldCom, Inc. v. FCC, No. 01-1218 (D.C. Cir. 2002) except as specifically set forth in Section 1 in the "Amendment to Time Warner Contracts Superceding Certain Compensation Interconnection and Trunking Provisions" as executed by the Parties and appended to the existing Interconnection Agreement or as agreed to in writing by the Parties.

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IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this day of 2006, by AT&T Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.	
Time Warner Cable Information Services (Wisconsin), LLC	Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, by AT&T Operations Inc., its authorized agent
Signature:	Signature:
Name:(Print or Type)	Name:(Print or Type)
Title:	Title:
Date:	Date:
AECN# OCN# ACNA – (Facility Based – if applicable)	